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ABSTRACT

Some decisions faced by a college president making the transition into the milieu of campus unionization are described. The legal prerequisites of collective bargaining on college campuses is reviewed. Inclusion or exclusion of departmental heads as part of the bargaining unit is cited as a crucial matter, and election and negotiation procedures are discussed. Administration of the labor contract is described with reference to the agreement at Clarion State College, Pennsylvania. Suggestions are offered for biweekly Meet and Discuss sessions between administrators and union leaders, and for grievance procedures. Consideration is given to the possible effect of bargaining on faculty salaries, faculty size, teaching loads, and adversary relationships in general. The importance of labor-management cooperation is emphasized. (LBH)

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ORIENTATION PAPER #6

COLLECTIVE BARGAINING: A VIEW FROM THE PRESIDENCY

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As more states consider collective bargaining laws for higher education, ACBIS receives more requests for general information about how the process works, how it affects administrative procedures, and what people think about it. Obviously collective bargaining is perceived differently by each person. Nevertheless, the reader will enjoy President Gemmell's light touch as he describes some of the most complex and significant decisions that he faced as a college president who had to make the transition into the milieu of campus unionization.

George W. Angell
Director

Note: A companion paper is being prepared under the title, "Collective Bargaining: A View from the Faculty."

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COLLECTIVE BARGAINING--A VIEW FROM THE PRESIDENCY

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There is a growing body of "common knowledge" about collective bargaining. It travels from campus to campus via the strategy sessions of the union underground, via administrative "WATS lines," and via the innumerable professional conclaves that annually gather faculty members, staff and graduate students in every discipline.

Underlying many of the discussions are the assumptions that (a) faculty salaries and fringe benefits will escalate, (b) the campus will be split into adversary camps with increasing contention and less cooperative enterprise, and (c) simple administrative headaches will tend toward migraines.

As president of a college whose faculty unionized four years ago (in addition to the organization of middle level management, cafeteria, clerical, custodial, health service, maintenance, and security personnel--in sum, a group of six separate unions), and one who has experienced the full cycle of union election, contract negotiation, and contract administration, I have had both time and reason to test the accuracy of the conventional assumptions. I offer a slightly divergent "view from the presidency." First let me put the discussion in proper historical perspective.

There is not a campus in the country that ought not consider the possibility that faculty unionization will become a domestic issue. I am not one of those who believe that collective bargaining is either desirable or inevitable at every college and university.

The spread of collegiate faculty unionism has been rapid. The first four-year college faculty union was organized in Michigan scarcely eight years ago. Since then 243 private and public institutions with 357 campuses in 22 different states have ventured forth on the uncharted seas of collective negotiation; as navigational techniques improved, 22 other states showed more than passing interest in this new world.[1] A study completed more than a year ago showed where state colleges and universities fit into the national picture. Of 283 institutions responding to the study, 56

were already under collective bargaining agreements and were located primarily in the Northern and Eastern states.[2] Forty-three of the 56 have systemwide agreements.

Legal prerequisites

In 1970, the National Labor Relations Board assumed jurisdiction over collective bargaining activities in any private college or university with gross annual operating costs of $1 million or more, a provision which exempts only the very small institutions. This was a green flag for faculties that wished to organize but who, under the previously voluntary system of recognition, were inhibited by the certain prospect of administrative disinterest.

Authority for mandatory negotiation in public institutions must be acquired through state enactment of a public employee bargaining law. The latest states to pass such enabling legislation are Montana and Florida. Widespread preliminary legislative activity predicts that six or seven more states will pass public employee bargaining laws by 1976 and another half dozen the following year. While the passage of enabling legislation might seem to be a remote possibility in other states, it may prove to be unnecessary. Legislation has been introduced in Congress to extend Taft-Hartley coverage to public institutions. Both the NEA and the AFT have made this legislation their top priority in Congress. So it's legal. Now what?

Once enabling legislation is enacted, the next stage in collective bargaining is for the Labor Relations Board to make a determination of the appropriateness of the proposed bargaining unit. A system is provided in the law whereby interested organizations may petition the Board for a unit determination and then for an election to select a bargaining agent. Composition of the bargaining unit is a crucial matter.

A. Unit determination

Negotiations and contract implementation will be shaped largely on the basis of who is in the unit. Inclusion or exclusion of departmental heads is a key decision. They were included in the same unit with teaching faculty in 49 of the 56 state colleges and universities referenced above.[3] Pennsylvania law excludes managerial, supervisory or confidential personnel from membership in a bargaining unit, although first level supervisors may organize for purposes of meeting and discussing matters with their public employer.

The reference to managers and supervisors in the law precipitated the first crisis for the Pennsylvania State Colleges and University: which professional employees should be ranked with faculty? The organizations wanted everyone but the presidents. The presidents were understandably reluctant to be isolated as the only managers and supervisors in the system. Eventually the pulling and tugging centered on the position of the department heads.

Labor Relations Boards, particularly the National Labor Relations Board, tend to exclude department heads when it can be demonstrated that the institution does vest them with bona fide responsibility for effective decision-making in such matters as hiring, promotion, tenure, and the budgeting process. If it can be shown, for example, that the head participates actively in the budgeting process, exerts a major influence in the hiring process, and shares in the disciplining of faculty members, then the institution will have a better chance of convincing the Labor Relations Board that heads should be excluded from the bargaining unit.

The Board will look for solid evidence to substantiate the practices claimed. It will not suffice to argue that the college begins its budgeting process by requesting department heads to submit a detailed account of departmental needs. If it is the custom to collate such requests in the office of the President, to make whatever adjustments seem necessary, and to forward the result to the department head to carry out, the Board is unlikely to be impressed. The department head and his judgment must be involved throughout the process. (Note: Of course it does not follow that a department head must get all that is requested.) Once a decision is made regarding the total resources available to a department, the judgment as to application of those resources is typically one for the department head to make. Should the college be unwilling to vest such power in department heads, in all likelihood they will be swept into the bargaining unit, and such duties will be "kicked upstairs" to the Dean. Likewise the Labor Relations Board will be impassive unless it is shown that the department head performs the supervisory role of disciplining faculty members, as verified by notations placed in official files.

Under the particular law enacted in Pennsylvania, the State appeared to have a strong position with respect to excluding department heads from the unit. The State built its case on the fact that the law clearly excluded supervisory personnel from membership. The strategy employed by the faculty bargaining agent was to argue that department heads were not supervisory personnel, that they served merely as conduits of departmental decisions, as the first among equals. Several of the 14 state institutions had a good chance to convince the Labor Relations Board that heads should be excluded

because they did carry demonstrable responsibility in personnel and budgetary matters. Unfortunately this was not true of all, and the bargaining agent kept chipping away at the weakest links in the statewide chain.

Eventually the State agreed to admit department heads to a bargaining unit including librarians and full and part-time faculty members, with the implied understanding that administrative personnel would be excluded. (This proved to be an erroneous assumption on the part of the State when subsequently a second unit was formed to represent administrative personnel, and a partial merger was effected between the two units.) In short, we have an arch over collective bargaining in Pennsylvania and it is spreading. The institutional presidents have tried diligently to keep the arch in place at the local level, but their supervisory agencies seem willing to let the arch spread. The decision concerning the department heads was the only pitched battle. Although opinion varies, most management officers in the Pennsylvania State Colleges and University agree that it was a mistake to let department heads into the tent, and that the upshot has been a poor administrative arrangement ever since. The issue was highly significant in terms of shaping the composition of the management team, the negotiations, and the subsequent internal operations of the colleges.

When the department head is in the unit, he is controlled by the faculty and reflects their view just as do the faculty committees. The department head position is no longer an extension of the academic administrative offices, but rather the focal point for the expression of faculty views. This strips the post of much of its former power. Historically, the power of a department head has rested on one or more of three bases: political (group backing), economic (control of financial rewards), or intellectual (better grasp of the facts). Under the Pennsylvania State Colleges and University contract, the only power base a department head is assured is political, and this is a shaky base indeed. Superior intellectual power has always resided in the department head by happenstance and will continue so, while economic power is reserved to others by contract. The head is left with only that authority which is conveyed by agreement within the department. It is a tenuous authority at best, since the head serves at the will of the members. Elected by them, the head must stand for annual confirmation, and may be removed by a simple majority vote. The contract forces the department head out of a leadership role, and since nature abhors a vacuum, we have witnessed "shadow chairpersons" emerging in some departments who simply name the tune to which the department is already dancing.

Placing the department head in the bargaining unit, therefore, called for major changes in the internal operations of several of the Pennsylvania State Colleges and University including the one at which I am president. Quickly we learned that deans were no longer able to instruct department heads and expect their instructions to be followed. The deans continue to express their wishes to department heads, and the heads continue to meet with their faculties, but the outcome is not always what the dean had in mind. This situation is acceptable if one believes that the faculty alone should decide what is to be done, how, and when. But that belief can lead to great stress when an off-campus agency (the central office or the state legislature) defines the task and holds the president responsible for carrying it out.

It is certainly possible to turn over to the department the authority to decide who will be hired, when they will be promoted, and whether or not tenure shall be granted. What happens, however, when a department reaches decisions that abridge such things as the affirmative action goals of the College? Stress then is concentrated through the deans at the presidential not the departmental level. Ultimately, it is the president and not the faculty who must answer to the trustees, to the government, and to the courts for actions on hiring, promotion, and tenure. Since personal responsibility lies with the president, he should be free to exercise his own judgment. Previously if the president sought advice from department heads, he could assume they would be responsive to management concerns. He can no longer make such an assumption, and he is now denied the assistance of what was an important segment of the management team.

B. The election and negotiations

For those who believe that collective bargaining would be an undesirable development, the constitutional rights of free speech still prevail. The time to act is during the pre-election period when management has the right to try to convince employees that unionism would not be to their advantage. Management has the right, for example, to express the opinion the collegiality might be impaired, that erosion of the faculty senate could occur, and that an adversary relationship would likely develop. Management also is privileged to disseminate facts of a negative nature about unionism. For example, it is permissable to tell employees that union dues on some campuses run as high as one percent of the annual salary. On some campuses the anti-union effort has been spearheaded by a group of influential faculty members offering an alternative choice. Timing of the effort to dissuade employees, however, is all-important.

After the election campaign begins, the freedom of management to act is more circumscribed because it is then more vulnerable to unfair labor charges.

In Pennsylvania no organized effort was mounted to stop the union. Three prospective agents campaigned for the right to represent the faculty. The AFT made only a modest effort. The AAUP was handicapped by its early ambivalence to faculty unions. The NEA-affiliated faculty association of the colleges drew on the organizing resources of the 100,000 member state education association and simply swamped the opposition.

With these early skirmishes out of the way, the State faced another major decision. Should all negotiations be carried on at the state level, or should only certain subjects be dealt with in a master contract leaving each campus free to negotiate local issues?. The union pressed for local negotiations. The State refused, finally, on the grounds that the Presidents would be subjected to whipsaw techniques and that the integrity of the master contract would be compromised.

All negotiations were handled for the State by a single team which was headed by a Philadelphia lawyer. Joining him were two representatives of the Governor's office, two from the State Department of Education, and two state college vice presidents. The faculty also was represented by a team of seven, headed by a seasoned negotiator with experience in the garment workers union. Eight months of negotiations ensued before an agreement was reached. When it was over, not a button was loose or a thread left hanging.

There is much to be said for choosing an attorney to lead the management team. Although his experience is likely to have been in an industrial setting, he is not as likely to become emotionally involved as are other members of the team. His knowledge of collegial governance may be fragmentary, and his familiarity with teaching loads, tenure, and academic freedom marginal, but these are traditions in which other members of the team can school him. In selecting the other members of the team, it is important to pick people who are thoroughly conversant with the existing balance of power in the colleges they represent and with all of the laws, rules, regulations, and past practices which affect their management.

Contract negotiation can be very time-consuming. The initial Pennsylvania contract required three days weekly for eight months to consummate. Since few presidents can spare that much time, it is usually best that they remain in the background and not try to serve

on the team. Furthermore, absence of the president from the negotiating table enables the team to "borrow" time for more consideration of knotty issues.

While I favor use of a labor attorney as a leader during negotiations, once the contract implementation stage begins it is probably better to use the labor expert in a behind-the-scenes advisory role, and to use those who understand the ethos of higher education to deal directly with the faculty. Perhaps faculty members have an innate snobbishness which makes this approach work better. Or perhaps communication is simply better because of commonality of background. I'm reminded here of a colleague who was mortally wounded by advice he received initially from a labor relations expert who knew a lot about unions but very little about colleges. The expert was recruited from industry and he proceeded to talk to the maintenance people and the faculty alike, using the same language and the same "tough" attitude. "They" were the enemy and "our" job was "to do them in." The Meet and Discuss sessions between union and management representatives frequently degenerated into shouting matches. Though the president was not directly responsible, he eventually got the blame. He felt obliged to support his expert, and the expert did some foolish things.

C. Administering the agreement

A labor contract has a legal status that differs from that of other contracts which, in most cases, are binding and final. The bargaining agreement is not so tight. It comes to be understood in the process of administering and living with it. It is somewhat like a marriage contract in that it implies agreement by two parts of an institution--management and labor--to live with each other.

Marital harmony with the union does not require abdication of management prerogatives. I'm acquainted with a college president in another state who gives in to the union on every issue and is apparently despised by them in return. Like other legal documents, some labor contracts are written well and others carelessly. There can be honest differences of opinion as to interpretation of the contract terms. The Pennsylvania contract, which is detailed and lengthy, imposes a substantial administrative burden on members of the faculty as well as the administrative officers of the colleges.

Learning to live with a contract, therefore, calls for accomodation on both sides. The process forces both faculty and administration to come to grips immediately with issues of concern to either

side. To expedite the process, an orderly means of considering the issues must be devised. The contract itself usually spells out the grievance machinery available to the union and its members and the procedures to be observed in filing complaints. Management, of course, will seek ways to keep the number of grievances within reasonable bounds. One way to achieve this result is to schedule weekly or biweekly meetings between representatives of the president and the union to discuss matters of mutual concern and to air complaints.

1. Meet and discuss sessions

The relative harmony that has existed on the Clarion campus since faculty unionization can be attributed in large measure to the success of biweekly Meet and Discuss sessions. Frequently, I have been asked what issues are handled in such sessions. For reasons of strategy, I have chosen not to attend these sessions on a regular basis, though I do drop in occasionally to "test the water" and to assure union leaders of my personal interest and availability. When the president is not present, his representatives are able to avoid premature commitments on questionable issues. Those sessions I have attended remind me in some ways of the amateur chamber ensemble. The concertmaster (the union president) saws away with great confidence, authority, and skill. His best musicians are able to keep up with him, but here and there one detects a sour note or two. Nevertheless, the strong performances alone are worth the price of admission.

The general answer to what goes on might be that Meet and Discuss activities are comparable to filling the chinks between the logs in a cabin. Just as the cabin would not be very livable without the gaps being closed, neither would the contract be very livable without a systematic means for dealing with omissions, vagueness, or differing interpretations. Our sessions have been concerned chiefly with housekeeping details. There has been no difficulty in reaching agreement on such procedural items as how to carry out elections or how to develop student evaluation forms. There has been disagreement almost throughout on the election of department heads in areas where departments do not presently exist, such as Library Science, Communication, and Student Teaching and Placement. The union people point out quite rightly that the contract places substantial responsibility for personnel actions (tenure, promotion, appointment, etc.) on departmental committees or department heads. Our response has been that we are not going to duplicate manager/administrator functions and we are not going to create departments that are not really needed. This question now seems

to be resolved, at least temporarily, by creating functional area committees in practically any area that wants one and allowing the committees to elect a spokesperson.

Another continuing area of disagreement has concerned the student evaluation summary which the contract states is to be forwarded to the president. The union wants to send an interpretation; the College wants the raw data. We have made an accommodation on this issue, but have made no progress towards resolving our difference of opinion.

I believe that the minutes of the Meet and Discuss sessions reflect an openness on both sides with the edge in this respect going to the College administration. The minutes make clear in retrospect that the local union knew more than it was saying about agreements or prospective agreements at the state level. Our local union leaders obviously knew about anticipated statewide agreements on such things as retrenchment and the composition of the college planning commission. They had prior knowledge concerning what would be done at the state level about independent study and merit increments. In fact, it appears that the union has consistently been better informed than my associates, and this has put the administration at a disadvantage. No lasting harm has resulted from this situation, but it has produced some strain.

The attitude with which administration approaches contract implementation is of vital importance. It must be assumed that the administration has but one purpose in mind: to transmute whatever occurs in the institution into something viable and productive. Up to now, administration has held all the responsibility for assuring that the institution functions productively. Under unionization, the faculty has invoked processes for having the administration give up some of its responsibility and power. Administration must be aware of what it has given up but also aware that it has not surrendered the management function. When a faculty chooses to unionize, administrative power will be more diffused than in the past, but this does not alter the fact that management still has the responsibility for action: management acts; faculty reacts.

These are the attitudinal considerations which underlie the relationship of the administration to the faculty union on the Clarion campus. We have made it a point to orient the total administrative staff to the agreement so that there will be a

fully educated community of understanding which will help assure a consistency of interpretation and operation under the agreement. We do not try to become involved in the internal operations of the union, because we believe that would throw the system out of kilter. When a contract problem arises, we approach it with the attitude that we are seeking to agree upon a just solution. Such an attitude does not mean that administration is always right and the union wrong. What it does mean is that management recognizes that once the contract is signed the union must try to see that the institution implements it in a way most beneficial to the union. Conversely, management must see that institutional purposes and administrative flexibility are protected. What college administrators must realize is that in dealing with a union there is no longer an option to managing. The institution must be managed in a business sense, for the other side is, in fact, a labor union committed to a narrow purpose of improving employee benefits.

At Clarion we do not believe that appeasing and placating employees are constructive management practices. We are persuaded that the "happy family" concept will not work. Probably our most successful tactic has been to make a genuine effort to be open and above board; to state clearly what we want or do not want, and to avoid any approach that might be devious or designed to trick or trap the faculty representatives. I am not sure that this approach has always been reciprocated (generally it has), but it has always been appreciated. This has been an extension of policy predating unionism of providing rather complete background information on nearly any subject of interest.

As far as unsuccessful actions, I would list the early attempts to encourage the union to discipline its members by, among other things, refusing to support grievances they regarded privately as silly, and our efforts to have the union persuade some members to act in a more responsible manner. I have come to the realization that our faculty union, possibly because its membership status is somewhat anemic, simply cannot or will not try to talk sense to its members. This means that if something unpleasant must be said or done, the union is not likely to say or do it. One may become disenchanted by this, but it is somewhat naive to expect the union to peddle the management line. Union leaders after all have to be concerned first and foremost with the welfare of the membership. Happily, this concern often coincides with the interest of the administration and trustees in the broader issues of public service and student needs.

But there are times when these interests do not coincide and the parties become adversaries. In such cases, the union member or the union itself may resort to the grievance procedure provided in the contract.

2. Grievances

Nobody really understands the impact of grievance procedures on academic processes. Grievance is more than a means of enforcing the contract. It is also a bellweather of faculty attitudes, of administrative effectiveness, and of issues that should be considered in the next round of negotiations.

At Clarion we try to resolve problems at the lowest possible level rather than to "shove it upstairs." We start from the premise that if an employee thinks he has a problem, then, in fact, he has a problem. We try to get at the facts--what has been violated, who has been discriminated against, how, when, and where. We ask the grievant to suggest the most appropriate remedy. We analyze our past practices in the area related to the grievance. And in resolving the problem, we try to avoid establishing a precedent that will be difficult to live with in the future. On the other side of the coin, we try not to be intimidated by the grievance procedure, even though in an academic setting the process is made more difficult by the comprehensive nature of the agreement.

Over a period of four years, there have been five grievances formally filed at Clarion State College by faculty members individually and three by the local union, certainly a modest number in any league. Of the eight grievances, three were eventually resolved in favor of the grievant, three against, and final action on the remaining two is pending.

The grievances filed by the local union dealt essentially with management rights. The first charged the College with violation of past practice in failing to grant discretionary merit increments at a time of fiscal austerity. Although no clearcut violation of the contract was established, an arbitrator decided that past practice has been seriously compromised by the nature of advice given to institutional presidents on the matter by state officials. The second union grievance charged that the College had changed its summer calendar without union concurrence. This grievance was rejected at all levels on the grounds that a change of format is strictly a management decision and not subject to faculty consent.

The latest union grievance alleged that improper procedures were used in disciplining a faculty member. The College rejected this grievance as being without foundation, and no action has been taken on the appeal.

Among the grievances filed by individuals, one is a technical issue involving interpretation of a fuzzy section of the contract concerning calculation of overload payment. The other four are highly unusual situations in which no contract violation occurred, but the individuals involved believed that they were unfairly treated and saw the grievance procedure as a way to force a different outcome.

The allegations in one of the cases were quite complicated and dealt with procedures for discontinuing an academic program, notifying a faculty member of evaluation actions, and substituting management judgment for the departmental recommendation in failing to grant tenure. The department had committed procedural error, and the upshot was a decision to grant tenure, whereupon the grievance was withdrawn.

In another case a faculty member grieved, alleging that the College had failed to restrain students from making complaints about him and that the Dean had written a letter threatening him with disciplinary action on the basis of these complaints. He asked that all documents relating to the matter be removed from the files and destroyed. The College was advised by state officials to comply with the request. Present college counsel has concluded that this was incredibly bad advice because now, three years later, the same faculty member is charged once again by other students for making improper advances to them, suggesting that a higher grade might be dependent on the response. In the disposition of the latest charges, the faculty member accompanied by counsel was confronted by his accusers, whereupon a case against him was established. He was suspended for two weeks with loss of pay and benefits.

As an aftermath to this case, the local union filed a grievance alleging that improper procedures were employed in disciplining the faculty member in that a due process hearing was not held. The College rejected the grievance as being without foundation since the contract does not require such a hearing. The campus Commission on the Status of Women, on the other hand, are unhappy with the results of this case but for a different reason. They contend that the College dealt too leniently with

the faculty member. Likewise the parents of the women students involved are disappointed because the College didn't fire him.

The collective bargaining agreement negotiated by the NEA affiliate and the State of Pennsylvania, while securing certain economic and professional benefits for the Pennsylvania State College and University Faculties, does have a leveling effect seriously disadvantageous to those institutions having a history of good administrative practice. Its failure to institute or to recognize local internal mechanisms for faculty self-government, such as the faculty senate, reflects its close kinship to contract models ill-suited in many particulars to higher education. We find, for example, very limited provision for peer judgment in grievance and dismissal proceedings. The contract stipulates that upon receiving notice of dismissal a faculty member is afforded only that due process contained in the Grievance Procedure and Arbitration Article. The right to a dismissal hearing by one's peers is not stipulated, thereby leaving it to a succession of administrative officers and, ultimately, an arbitrator who may or may not be qualified to cope with complex academic issues, to determine whether "just cause" does in fact exist for the action taken. I believe these deficiencies will become increasingly apparent as time goes on, and that faculty confidence in the union to afford basic due process protections will be eroded as particular grievances are administered under the contract. The result could be resort to litigation on an ever larger scale.

D. Retrospect

For the sake of those colleges and universities that have not yet decided the issue of collective bargaining, the question of "Why unionize?" is a key to the future. For many of us at campuses where faculty have cast the die in favor of the union, the question continues to visit us in dreams. Let us return to the assumptions with which I began.

WILL BARGAINING ESCALATE SALARIES?

Does collective bargaining result in sizable gains in salary and benefits for members of the bargaining unit? The first bargaining agreement at the City University of New York produced truly stunning gains. Similarly, that negotiated by the Pennsylvania State Colleges and University increased salaries and benefits by 35 percent over a three-year contract period.

To date, however, I know of only one study that has made a systematic attempt to compare gains at unionized and non-unionized

colleges and universities. This study did show faculty salaries in public four-year institutions under union contracts to be about $1100 higher than their non-union counterparts;[4] however, serious questions can be raised about the methodology used in the study, and I think it may be fairly said that the claims remain unproven. Pay raises provided in recently negotiated contracts ranged both above and below the reported 7.5 percent national average for 1974. The salary increases, to be sure, constituted only part of a complex package of contract agreements. Some of the largest gains for faculty members have come through insurance programs and other fringe benefits whose dollar value may be difficult to determine.

The possible range of fringes to be negotiated is limited apparently only by the imagination. For example, as part of one recently negotiated contract, each faculty member was entitled to cut one cord of wood on college land for personal use. Environmental interests were to be protected by permitting only selective cutting in designated areas. Even among the institutions bound by the Pennsylvania contract, a cost/benefit analysis must admit to considerable variance among the campuses. The faculty at some of the colleges gained in respect to working conditions while those at others lost some important advantages. Certainly a leveling effect was realized.

The initial contract negotiated by the Pennsylvania State Colleges and University defined the normal academic workload as 12 credit hours and called for overtime payment beyond that. Prior to the negotiations, teaching loads among the 14 institutions ranged from 12 to 15 hours with less than equal credit granted by some to laboratory courses. At Clarion a maximum load of 12 hours had been established, predating bargaining by several years. The favorable position of the Clarion faculty was reflected in a policy of determining the load in terms of contact hours which, of course, benefited all instructurs of laboratory courses. Furthermore, any faculty member teaching a graduate course was assured a maximum load not to exceed 9 contact hours. Subsequent to contract agreement, the State Legislature failed to appropriate sufficient revenue to finance the higher salaries and benefits negotiated. The presidents were instructed to honor the contract commitments.

Following consultation with the faculty, I decided to increase their loads from the former 12 contact hours to 12 credit hours and to remove the previous limit of 9 contact hours assured those teaching any graduate courses. In short, I found the dollars to honor the

contract by asking the faculty to add to their workload. This solution, of course, angered faculty members affected but their indignation was directed, not to my office, but toward the union headquarters that had negotiated them into this position.

Concurrently the College continued to grow in enrollment. Faced with an uncertain funding future, I chose to increase class size rather than to expand the faculty proportionately. In the aftermath, the union made haste during the next round of negotiations to repair the damage. The latest concession by the State to the union is to grant a "one-to-one" provision in the current contract. Under this provision, faculty members will receive equal credit toward their teaching loads for science laboratory or lecture classes. For example, if a biology course has a three-hour laboratory period, those hours will be deducted from an instructor's total teaching load. One of the Pennsylvania institutions has reported that the new provision will necessitate hiring 23 additional staff members next year at an added cost of $300,000 including fringe benefits. While implementing this new cost feature of the contract, the presidents have been requested by state officials to prepare retrenchment plans to accommodate anticipated deficits in funding. Does collective bargaining result in sizable economic gains for the faculty? It is not a simple matter to decide.

ARE ADVERSARY RELATIONSHIPS NECESSARY?

The second motive ascribed to the advocates of collective bargaining is the wish to redistribute power within the university. In pursuit of this goal, does it necessarily follow that the campus will be split into two adversary camps with increasing contention? Truly it cannot be said that faculty unionization is always a retreat from the concent of shared authority. On many campuses, power was historically monolithic--the word and the light emanating from the President. Moreover, this tradition has lingered longest at the smaller public and private institutions, where one might assume the collegial model of governance, the town meeting atmosphere, to be most prevalent.[5] I believe, however, that those who see in collective bargaining a new route to shared authority have not yet traveled the road. Conversely, I suspect that those who reject the possibility of amicable cooperation between the administration and a unionized faculty judge from narrow experience.

When the faculties of the Pennsylvania State College and University, voting as a single electorate, chose representation by the NEA affiliate, I felt that it was ill reward for ten years of effort at Clarion to facilitate the growth of the senate into a viable faculty

voice in institutional decision-making. Like Job, I wondered for a time, "Why me?" I have since learned that the efforts preceding this new era were not for naught. Collective bargaining does make a difference on campus, but it does not make all the difference. I am prepared to say that the fact of collective bargaining is not as significant as the character of the adversaries and the context of their conflict. To some extent, character is defined by the composition of the bargaining unit, as discussed previously. The mood of negotiations may be set by the issues permitted at the table. To a large extent, however, the nature of the adversary relationship is determined by faculty perspective (parochial or ecumenical in institutional terms) and by administrative style.

It has been said that the fit (or misfit) of collective bargaining to a campus is influenced mightily by the character of its central administration--that there are presidents who allow the contract and the adversary process to cripple their function, dictating a static pattern of relations between the administrative and faculty sectors of the institution, as well as presidents who are able to cope with it, who manage to take advantage of its benefits while preserving collegial administration of those aspects of academic life not constricted by the contract.

The president of a large public institution resigned recently to accept the presidency of a small church-affiliated college because he believed that collective bargaining had "set brother against brother," and had caused not only professional grief on his campus but personal problems as well. Instead of a warm professional relationship, he observed that adversary roles were taken from extreme positions and then negotiated upon. Caught between union demands for more benefits and limited state funds, and viewing his own flexibility as crippled, he decided enough was enough.

Following announcement of the resignation, the press contacted other presidents in the same system who offered assurances that the contract was working on their campuses. One put it this way: "I'm not pessimistic about faculty-administration relations. They have been strained by a period of adjustment. But it's like a new marriage: after the glow is gone you have to learn to live with pantyhose draped over the shower curtain." Another president said: "It makes relations more difficult than they used to be, but I consider that a challenge rather than a problem."

My own view of why things happen as they do is, as indicated above, less personalist. With John Donne, I believe that no man is an island. At the same time, I apprehend that there is a bad and a better way to carve a goose, to speak with the governor, and to

administer a union contract. At the end of this general epistle of James, I have arrayed a mixed bag of "lessons learned" in my own experience with collective bargaining, including some of the ways I have found to make the fact of unionization least obtrusive in the life of the institution. They may be taken with a grain of salt or a spoonful of sugar.

IS COLLECTIVE BARGAINING A MIGRAINE HEADACHE?

In tackling the first two axioms of increased benefits and divided camps, I have led up to my third straw man, the administrative migraine headache. It is true that presidents must expect an increased workload for themselves and for their administrative staffs. Preparing for and conducting negotiations and implementing collective bargaining agreements takes a lot of time for a lot of people. This workload must be met either by increasing the administrative staff, by relieving existing employees of some responsibilities, or simply discontinuing some of the services and duties characteristic of this sector. There are, however, administrative advantages inherent in a contract.

Prior to collective bargaining, the presidents of public colleges in Pennsylvania tried to walk a tightrope held at one end by the faculty and at the other by a host of boards, bureau, and other agencies, all of whom lay claim to some right to manage the colleges. When a president sought to engage the faculty in decision-making, he encountered resistance from the off-campus agencies. The faculty was reduced to working within a narrow scope. When the president sought to implement mandates from the agencies, he encountered faculty resistance. Occasionally one or the other of the tightrope holders would shake the rope and a president would fall off.

Collective bargaining, though it has further complicated the governance setting, has actually improved the president's personal situation in several respects. Faculties and off-campus agencies are now more aware of each other's rights and concerns. Faculty senates have clearly lost to the union whatever power they formerly held over hours, wages, and working conditions, but they can still function as advisory bodies in other areas of great academic concern. The former power of state agencies, on the other hand, has been limited by the terms of the union contract, and these limits are now in sharp focus. Finally, certain powers are reserved to the president by contract as management prerogatives and these, too, are now more clearly defined. If, indeed, collective bargaining does bring an occasional migraine headache, it may simply have come in place of another.

E. Lessons learned

For those administrators and faculty members who, like me, wish their bedfellows to be as little strange as possible, I have laid out a few bits of bargaining wisdom in the rough. It is a small legacy, with limited applicability, perhaps, but it is in keeping with my hope that those of us who walked with wide and staring eyes along the dimly lit path of collegiate collective bargaining can now mark a few turns in the road, exorcise a few false dragons, and identify the edible fruits. Bon voyage, et bon appetit!

1. Since the opportunity for collective bargaining by college faculties may be nearly universal by 1978, every university or state system not now involved should begin without delay to build a cadre of trained officials in anticipation of need. Where faculty unionism has not yet gained a foothold, faculty members and administrators alike tend to view it as a development not likely to affect the hinterlands for many years to come. This tendency to "stick one's head into the sand" is cause for concern because it is much later than we think.

To assume that when it comes all the union problems can be turned over to a "labor-management coordinator" is only wishful thinking. Much of the time of many administrators will be required to implement a labor contract and to make it work. The time to start preparing faculty and administrators is now, before the union comes knocking on the door. Fortunately there are a number of agencies to which we can turn for assistance. The Academic Collective Bargaining Information Service has published an excellent bibliography,[6] and another useful reference is the Journal of College and University Law.[7] Beneficial studies have been produced by some university Centers for the Study of Higher Education.[8] A good resource handbook is available from the Education Commission on the States.[9]

2. Where unionization is not a foregone conclusion, campus administrators should make every effort to anticipate faculty concerns and wherever possible work to alleviate them. Be positive. Say "yes" unless there is a good reason to say "no," not vice versa. Some presidents like to keep their faculties off balance by keeping them in the dark, by refusing to acknowledge communications from faculty committees which run counter to their own views,

and by "calling all the shots." They seem wedded to the notion that "the manager of the pickle plant doesn't ask the pickle packers how to run the factory." Other presidents practice the other extreme and succeed in giving away the store to the employees. The art of administration is in maintaining the proper balance and seeing that communication remains free and open.

The disillusioned president who resigned was initially quite popular because he approved a very sizable increase in the professional staff. That was fine until salary increases and budget restrictions came along and the university found itself with a growing proportion (83%) of its funds tied up in salaries. Every move the president made to minimize the problem (stop merit increments, limit promotions, and reduce sabbaticals) brought him into direct conflict with the union. It all culminated in a vote of no confidence which was widely publicized. Obviously the union contract and the unforeseen limitations on state support compounded the difficulties. But the problems probably were rooted in the very substantial expansion of the faculty that occurred and in a breakdown of communication in dealing with the matter. Perhaps no one could have coped with the new realities without giving rise to great unrest.

3. Where unionization seems likely, faculty disdain for unions, bargaining, strikes, and other trappings of labor organizations must be overcome. Unions and union membership must be made respectable and attractive to responsible faculty members, else union leadership may be drawn from the least responsible members of the faculty.

Prior to the advent of unionism at the State University of New York, for example, faculty senates on most of the campuses were in the hands of senior faculty members held in high esteem. In arriving at unit determination, the Public Employee Relations Board placed teaching faculty and professional administrative employees (registrars, bursars, etc.) into a single unit. Subsequent to election of a bargaining agent and contract negotiation, the senior faculty refused active participation in union affairs and control passed by default to administrative support employees and junior faculty members. Although governance was not a bargainable issue in New York, the presidents learned very quickly how to respond when caught between the crossfire of views expressed by the faculty senate and those of the union. Consequently senior faculty have decided to join, to roll up their sleeves, and to get their hands dirty in order to retain some control over their destiny.

4. Defining the bargaining unit should be done with great care. The administration that prepares its own version of the appropriate bargaining unit with accompanying rationale for inclusion or exclusion of controversial positions is likely to fare better than one which simply reacts to a list prepared by the opposition.

5. Contract negotiation is no sport for amateurs. A trained legal mind should be available to lead a college's or state's negotiating team. The importance of phraseology cannot be overstated. Padding the contract with high-minded sections relating to academic freedom should be avoided. If bargaining is to take place on wages, hours, and working conditions, then it should stick to these subjects and leave the other concerns of academic to those processes which grappled with them--by and large with great success--in the pre-bargaining era. Past practices should not be frozen in place due to contract language. It is best to refrain from including such clauses in the contract. If bargaining is to be systemwide, it should avoid defining the normal academic workload. To do otherwise will breed undue conformity and will excessively restrict experimental programs. When contracts do define workloads, low enrollment offerings are placed in jeopardy and faculty teaching in these areas become vulnerable to retrenchment.

6. In conjunction with the increased workload that follows unionization, presidents must be willing to delegate substantial responsibility and authority to subordinate university officials, lest they spend unreasonable amounts of their own time "meeting and discussing."

7. Much as one might like to have it otherwise, collective bargaining is an adversary process. The interest of management and employees is not identical. At times, the best we can hope for is that the other side does not win <u>all</u> the battles, and that we may retain our sense of humor when it does. Given our common stake in society, we should endeavor to be friendly adversaries.

8. The industrial model of unionism is not well adapted to higher education. It appears unlikely that such a model will, in the long run, enhance the abilities of those on either side of the bargaining table to advance the goals of their respective

institutions. As is well known to most administrators and to most faculty who elect to participate, college and university governance presents a unique set of problems. On balance, I believe that these problems are compounded by the formation of bargaining units based on the industrial model. Collective bargaining in an industrial setting is fairly well understood. The terms, "manager" and "supervisor," have an accepted meaning. But who are the managers and supervisors in a college or university? The resolution of this issue is usually a compromise that satisfies no one. The place of the academic senate and the faculty committees on curriculum, promotion, tenure, and welfare is called into question. In some cases these organs have been disbanded and the entire scope of faculty welfare has been placed in the hands of professional negotiators. It seems unlikely that faculty members will be comfortable with this arrangement in the long run. A new model of collective bargaining designed specifically to fit the requirements of higher education is urgently needed. Until we find it, the fabric that holds the academic community together will continue to tear.

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